

DEEP FLOW SOFTWARE SERVICES – FZCO
Terms and Conditions
VideoAI

Update Date: 14.05.2026

By registering with, accessing or using VideoAI through its website getvideoai.co or through its mobile application ("**VideoAI**"), these terms and conditions ("**Terms and Conditions**") will automatically apply to you – you should make sure therefore that you read them carefully before using VideoAI.

VideoAI provides services enabling users to create AI-generated videos based on the images that they upload and in line with their prompts ("**Services**").

This Terms and Conditions only grants you the right to access to VideoAI to benefit from Services within the scope defined herein. You're not allowed to copy, or modify VideoAI, any part of VideoAI, or our trademarks in any way. You're not allowed to attempt to extract the source code of VideoAI, and you also should not try to translate VideoAI into other languages or make derivative versions. VideoAI itself, and all the trademarks, copyright, database rights and other intellectual property rights related to it, still belong to **Deep Flow Software Services – FZCO** ("**Company**").

Changes to This Terms and Conditions

We may unilaterally amend and update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. We will notify you of any changes by posting the new Terms and Conditions on this page. These amendments shall be effective on the date when they are published. The User is obliged to follow these amendments and updates and shall be deemed to have agreed with these amendments in case the User confirms these amendments or continues to use VideoAI following the publication.

The User acknowledges that it cannot gain a title and/or status of Company's representative, authorized person, agent, commercial representative, stakeholder, solution or business partner, dealer etc. by concluding these Terms and Conditions; therefore, the User shall not be able to disclose a notification to be interpreted as such in any documents, brochures and advertisements to be arranged by and between third parties, on its website or in its references.

END-USER LICENSE AGREEMENT

These terms and conditions legally create an agreement between you, as the User, and Company. Please read all terms and conditions and further Company Service scope carefully. By using (as defined under Article 1.1), you agree with our terms as set out under this Terms and Conditions, including the End-User License Agreement and Privacy Policy. If you do not agree to the Terms and Conditions (including the End-User License Agreement and Privacy Policy) do not use VideoAI. Your continued use will confirm your acceptance of the Terms and Conditions.

1. TERMS OF USE

1.1. Company, a corporation located in Dubai/UAE, is pleased to provide you VideoAI, as the user (**User**), its website and any and all related documentation (each, an "**Company**

App" and collectively the "**Company Apps**"). You hereby agree to be bound by these terms of service any time you use or access Company App. These terms and conditions are set forth by Company for any of its products or services (each a "**Company Service**" and collectively the "**Company Services**"), excluding any provision specifically referring to VideoAI. Your use of the Company Services is subject to your acceptance and compliance with these terms. "**Use**" or "**using**" means hereby to access, use, install, download, register with, copy, in-app purchasing or otherwise benefit from using the functionality of the Company Apps as per the documentation. Please read this End-User License Agreement (the "**Agreement**") carefully before accessing, installing, downloading, registering with or using any Company Apps, for the concerning Agreement governs your Use of the Company Apps and how we provide the Company Apps. If you do not agree with these terms, do not use the Company Services. Each time you use or access the Company Services, the current version of these terms shall apply. This Agreement also includes additional payment terms, in-app purchase options and other requirements set forth on the download or purchase page/ platform through which you purchase or download the Company Apps and these terms can be updated by the Company from time to time.

- 1.2.** Your Use or access of the Company Services is also subject to Company's Privacy Policy (the "**Privacy Policy**"). Additionally, you agree to abide by our rules, policies and procedures we may publish on the Company Services from time to time. We reserve the right at any time and without notice to change these terms. Without prejudice to any rights implied by law or under the provisions of this Agreement, you also acknowledge that in-app message which notifies you of such changes when you open, use or access the Company Apps shall constitute reasonable notification means. For the avoidance of doubt, your continued use of the Company Apps after we post amendments or apply changes to this Agreement shall signify your acceptance of such amendments and/or changes. If you do not agree with any amendment, you must discontinue using the Company Apps. If you have any further questions or concerns with respect to the terms herein, please contact us via email.
- 1.3.** For the avoidance of doubt, all provisions in this Agreement that refer to the Company Apps and the Company Services are general terms and conditions set forth by Company regarding its products and services. These provisions, while binding for the User, only grants the User the rights specified herein for VideoAI. This Agreement cannot be interpreted as granting any right to the User with regards to other Company Apps or Company Services.
- 1.4. NOTICE TO THE USER:** THIS IS A LEGALLY BINDING AGREEMENT. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR DO NOT AGREE TO BE BOUND BY IT OR THE PRIVACY POLICY REFERENCED HEREIN, YOU MUST IMMEDIATELY LEAVE THE APPLE APP STORE AND/OR GOOGLE PLAY AND/OR ONLINE PLATFORMS AND YOU ARE NOT AUTHORIZED TO USE OR ACCESS ANY OF THE COMPANY SERVICES. DEPENDING ON THE LAWS OF THE JURISDICTION WHERE YOU LIVE, YOU MAY HAVE CERTAIN RIGHTS THAT CANNOT BE WAIVED THROUGH THIS AGREEMENT AND THAT ARE IN ADDITION TO THE TERMS OF THIS AGREEMENT AND CERTAIN PROVISIONS OF THIS AGREEMENT MIGHT BE UNENFORCEABLE AS TO YOU. TO THE EXTENT THAT ANY TERM OR CONDITION OF THIS AGREEMENT IS UNENFORCEABLE, THE REMAINDER OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. YOU HEREBY CONFIRM THAT YOU ARE AT LEAST 18 YEARS OLD (OR IF YOU ARE UNDER 18 YEARS OLD OR UNDER THE LEGAL MAJORITY AGE WHERE YOU LIVE, THAT YOU ARE USING THE APPLE APP STORE AND/OR GOOGLE PLAY AND/OR THE ONLINE PLATFORMS OF

THE COMPANY ONLY WITH THE APPROVAL OF YOUR PARENTS OR LEGAL GUARDIAN), THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT, AND THAT YOU HAVE COMPLETELY READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS AGREEMENT. PLEASE BE AWARE THAT, IN ORDER TO USE GOOGLE PLAY, YOU MUST HAVE A VALID GOOGLE ACCOUNT, SUBJECT TO THE FOLLOWING AGE RESTRICTIONS AND ALSO YOU MUST COMPLY WITH ANY ADDITIONAL AGE RESTRICTIONS THAT MAY APPLY FOR THE USE OF SPECIFIC CONTENT OR FEATURES ON GOOGLE PLAY.

WE DO NOT ALLOW USE OF VIDEOAI BY MINORS THAT ARE YOUNGER THAN 16 YEARS OLD.

1.5. NOTICE TO PARENTS AND LEGAL GUARDIANS: BY GRANTING YOUR CHILD APPROVAL TO DOWNLOAD, INSTALL, USE, ACCESS, REGISTER WITH, IN-APP PURCHASE THE COMPANY APPS, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOUR CHILD. YOU ARE RESPONSIBLE FOR EXERCISING SUPERVISION OVER YOUR CHILD'S ANY ONLINE AND OFF-LINE ACTIVITIES OR OMISSIONS. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT LET YOUR CHILD USE THE COMPANY APPS OR ASSOCIATED FEATURES. IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A CHILD UNDER 18 AND BELIEVE THAT HE OR SHE IS USING THE COMPANY APPS WITHOUT YOUR PRIOR APPROVAL, PLEASE CONTACT US VIA EMAIL.

2. PARTIES

2.1. This Agreement is concluded between Company and you, as the User, who downloaded and/or installed through the Apple App Store and/or Google Play and/or registered, accessed or used the online platforms of the Company; and executed and mutually entered into force upon the online approval of the User. Company and the User shall be hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

2.2. By downloading and/or installing the Company App through the Apple App Store or Google Play, and/or registering, accessing or using the online platforms of the Company, the User agrees, undertakes and represents that he/she has read all the terms herein, understood all the contents and approved all provisions.

2.3. In case the User is a "consumer" under the Consumer Protection Act of Türkiye (the "**Law No. 6502**") and the applicable consumer legislation, the User can benefit from the rights and powers vested in consumers thereunder to the extent applicable. If the User is considered as a consumer under the Law No. 6502 and to the extent applicable, the other relevant legislation he/she should give prior notice to duly inform the Company to use its consumer rights. The User accepts and declares that he/she understands this situation and that he/she shall act in line with the applicable consumer legislation, if necessary.

3. COMPANY CONTACT INFORMATION

Company Name: Deep Flow Software Services - FZCO

Address: IFZA Business Park, DDP, IFZA Property FZCO, Building A1 – 3641379065, 53751 – 001, Dubai, Digital Park, Dubai Silicon Oasis, UAE

E-mail: video.ai@codeway.co

4. GRANT OF LICENSE

- 4.1.** Subject to your compliance with the terms of the Agreement, Company grants you a limited, non-exclusive, revocable, non-sub licensable, non-transferable license to access, download and install the most current generally available version of VideoAI on a single, authorized mobile device that you own or control solely for your lawful, personal, as an end-user, and non-commercial use.
- 4.2.** For the avoidance of doubt, all Company Apps are protected by copyright laws and international copyright treaties, as well as other intellectual laws and treaties. Company is the exclusive owner of any software, design, source code, target code, directory, image or content available on Company Apps. Company reserves all rights not expressly granted to the User as per the provisions of this Agreement, hereunder. Having said that, Company retains the ownership of the copyright in and to the Company Apps. The User cannot not duplicate, copy or distribute or process the advertisements, images and texts, visual and audio images, files, databases, catalogues and lists available on Company Apps nor rent, lease or lend the Company Apps to anyone and permanently transfer all of his/her rights under this Agreement. Company holds no responsibility of the results of using the Company Apps acquired illegally or through an unauthorized distributor.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- 5.1. Restricted Use:** While using Company Apps, Users declare and undertake not to engage in actions that are contrary to the law and morality or that may damage the opportunity to benefit from the Company Services including but not limited to the items exemplified below. Company shall not assume any responsibility and/or indemnification liability for damages arising from any breach of this article. In the event that the User acts in breach of this article, Company shall reserve the right to terminate this Agreement pursuant to Article 14, to block the User's access to Company Apps either for a certain period of time or indefinitely. Furthermore, the Company reserves the right to resort to civil law and criminal law remedies.
- 5.2.** The User shall not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes) or in any way transfer Company Apps or any rights arising from the Company Apps or grant any rights arising from the Company Apps and shall not use Company Apps for the benefit of any third party. Unless expressly authorized by Company, User is prohibited from making the Company Apps available over a network where it could be downloaded or used by multiple users. User agrees that he/she shall not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the Company Apps, except to uninstall or remove the Company Apps from a mobile device which the User owns or controls. Users shall not deliver unlawful information and/or share harmful data such as chain mail, malware, viruses. The User shall not violate or attempt to violate the security of Company Services except as and only to the extent permitted in this Agreement and by applicable law. Users shall not engage in behaviours and activities that will adversely affect/obstruct or manipulate the operation of Company Apps, disable security systems and make the Company Apps unusable or make an attempt in this manner by preparing automatic programs.

- 5.3.** User cannot copy, adapt, translate, decompile, reverse engineer, disassemble, modify, recode or create derivative works of the Company Apps or advertise the Company Apps in any form. User shall not access, create or modify the source code of any Company Apps in any way. User does not have the right to and may not create derivative works of any the Company Apps or any portions thereof. All modifications or enhancements to the Company Apps remain the sole property of Company. User agrees and undertakes not to engage in any other act to find, obtain or copy the source code of Company Apps; shall not in any way try and synchronize Company Apps with other software or hardware; shall not violate the security of any computer network; shall not hack security passwords and codes, shall not attempt to deliver SPAM mail or upload malware, otherwise agrees, declares and undertakes to assume the liability for any damages of Company and third parties.
- 5.4.** Company may restrict or terminate the access to Company Apps at any time and without giving any further notice in case the operating security of the network is at risk, in order to ensure the continuity of access to the network, to prevent malfunctions that may occur in network, software or uploaded files, to prevent or reduce the adverse effects of possible disruptions and in other cases deemed necessary.
- 5.5. Updates:** Company reserves the right to add or remove features or functions to the existing Company Apps. When installed on the User's mobile device, the Company periodically communicates with our servers. Company may require the updating of the Company Apps on User's mobile device when Company releases a new version of the Company Apps, or when Company makes new features available. This update may occur automatically or upon prior notice to User and may occur all at once or over multiple sessions. The User understands that Company may require User's review and acceptance of Company's then-current Agreement before User will be permitted to use any subsequent versions of the Company Apps. User acknowledges and agrees that any obligation Company may have to support previous versions of the Company Apps may be ended upon the availability of updates, supplements or subsequent versions of the Company Apps. User acknowledges and agrees that Company has no obligation to make available to User any updates, supplements or subsequent versions of the Company Apps.
- 5.6. Access:** The User must provide at his/her expense the equipment, internet connections, devices and service plans to access and use the Company Services. If the User accesses the Company Services through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. The User is solely responsible for any costs you incur to access the Company Services from his/her device. Accessing or using certain Company Services may be prohibited or restricted by your network provider and not all the Company Services may work with your network provider or device. Company makes no representation that the Company Services can be accessed on all devices or wireless service plans. Company makes no representation that the Company Services are available in all languages or that the Company Services are appropriate or available for use in any particular location. Please also be aware that you must keep your account details secure and must not share them with anyone else. You must not collect or harvest any personal data of any User of Apple App Store and/or Google Play and/or website or of any User of other Apple and/or Google Services and/or website via Apple App Store/ Google Play/websites, including account names.

5.7. Purchase and Cancellation Rights: Certain Company Apps may be available for purchase from a mobile platform owner (e.g. Apple or Google) or online platform owner (e.g. Paddle) and/or will allow the User to make purchases. Payment for such purchases may be processed by third parties who act on behalf of the Company or directly by the platform owner. In some countries there are specific time periods to cancel online purchases after purchasing them provided by law (European Union residents etc). For these countries, consumers may have a right to cancel in a specific number of days after purchasing products/services online provided by law. Therefore, your right to cancel purchases will rely on the country you reside in. Since payment processes of certain purchases on Company Apps will be conducted by the platform owner, failure to follow certain local laws regulating the right to cancel will be subject to platform owners' terms. Please also review the platform owner's terms in this regard before purchase. You can find further information on cancelling orders and any associated refunds on the website of the third-party re-seller from whom you purchased the app (the Apple App Store and/or Google Play) or the third-party platform where you made the purchase (e.g. Paddle). Where you purchase from Company directly: please note and acknowledge that if you are a resident in the European Union or your local law regulates a right to cancel and access the Company Services from Company directly, you agree to waive your cancellation and refund right once the access to the services or the relevant purchase is made. Please note that if you are not a resident in the European Union and if your local laws do not regulate mandatory laws otherwise, you have no right to cancel purchases you made if you access Company Services from Company directly. This means that you will not be able to cancel your order or obtain a refund once the access and delivery of the Services is complete. This will also apply to subscriptions. In this regard, please also take into consideration the provisions of Article 13 of the Agreement.

5.8. Defective Content: Once the Company Apps are available to you through your account, you are required to check the content as soon as reasonably possible to ensure that the Company Services function and perform as stated and notify us via the support e-mail address as soon as reasonably possible provided that you find any errors or defect.

5.9. Without prejudice to any other rights, Company may terminate this Agreement if User fails to comply with the terms of this Agreement and other documents, referred to herein. In such event, the User must uninstall or remove the Company Apps. In this regard, please also take into consideration the provisions of Article 14 of the Agreement.

6. THIRD-PARTY PARTNERS

6.1. The Company Apps allow you to enjoy various features, functionalities and other Company Services, which may change from time to time (collectively the "**Company Apps Functions**"). The Company Apps Functions are provided by Company and third-party suppliers who offer content and/or services in conjunction with or through the Company Apps (the "**Third Party Partners**").

6.2. Third-Party Services and Content: The Company Apps may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds and/or content. If the User is installing the Company App that includes third party services and third-party content, such services and content are subject to such third party's terms of services and privacy policies, which might be found on the relevant

Third-Party Partners' website. Please keep that in my mind that Company has no control over such websites and resources, and the User acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content (as defined in 6.3.), goods or services available on or through any such website or resource. Having said that, the Company shall not be a party to or in any way be responsible for monitoring any transaction between the User and the Third-Party Partners.

6.3. Access to the Third Party Services and Content via the Company Apps: All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials (the "**Content**") made available or accessible via the Company Apps, whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You, as the User, hereby acknowledge and agree that by using the Company Apps you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will Company be liable in any way for any Content created by or originating with entities other than Company, including but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a consequence of the transmission, sharing or posting of such Content by means of Company App.

6.4. Any links to third-party apps or websites are provided to your convenience only and are subject to the third party's terms. Company isn't responsible or liable for those websites, products and/or services. Therefore you should consider, check and comply the third-party apps or websites rules and conditions (including privacy policies of those third parties) while using the Company app and its features with other apps and websites.

7. SECURITY

7.1. The Company Apps, like other User technologies in the relevant market, may not be 100% secure. By accepting this Agreement, you acknowledge and accept that the Company Apps and any information you download or offer to share by means of a Company App, may be exposed to unauthorized access, interception, corruption, damage or misuse and cannot be regarded as 100% secure.

7.2. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access or cyber-attacks, including by such means as using complex password protection. You agree that the Company shall not be liable for any unauthorized access to your mobile device or the app data thereon.

7.3. In regard to malware protection, Google may receive information regarding your device's network connections, potentially harmful URLs, the operating system and apps installed on your device through Google Play or from other sources in order to protect you against malicious third-party software, URLs and other security issues. Besides, Google may warn you if it considers an app or URL to be unsafe, or Google may remove or block its installation on your device if it is known to be harmful to devices, data or Users. You may choose to disable some of these protections in the

settings on your device, nevertheless, Google may continue to receive information about installed through Google Play, and apps installed on your device from other sources may continue to be analysed for security issues without sending information to Google.

8. REGISTRATION AND PASSWORDS

- 8.1. Registration:** Most of the Company Apps will not require a registration, nevertheless, some of the Company Apps may permit or require you to create an account to participate or access additional features or functionalities (the "**Registration**"). If such Registration is required, it will be made known to you when you attempt to participate or access such additional features or functionalities. Any registration required by Third-Party Partners is not governed by this Agreement and you should refer to the relevant Third-Party Partners' website for their policies.
- 8.2. Passwords:** You are the sole and exclusive guardian of any password and ID combination issued or chosen by to you. Maintaining the confidentiality and security of your password(s) and ID(s) is solely your responsibility. You are fully responsible for all transactions undertaken by means of any account opened, held, accessed or used via your password and ID. You shall notify us immediately and confirm in writing any unauthorized use of accounts or any breach of security, including without limitation any loss, theft, leak, or unauthorized use of your password(s), and/or ID(s) or any related account. If we have reasonable grounds to suspect that the security of your password and/or ID has been compromised, we may suspend or terminate your account, refuse any and all current or future use of the services, and pursue any appropriate legal remedies. We shall not be responsible for any losses incurred in connection with any misuse of any password or ID.
- 8.3. Provided Information:** If you provide any information in connection with a Registration, you are required to provide or maintain accurate, complete and current information. If we have reasonable grounds to suspect that your information is inaccurate, not current or not complete, we may suspend or terminate your use of the Company App and pursue any appropriate legal remedies. You agree that we shall have the right to use the information you provide to us for the purposes described in this Agreement and in furtherance of your use of the Company App our services, as per the Privacy Policy.
- 8.4. Authentications.** Users may benefit from the basic functions and Services of Company App without Registration. Upon User's sole discretion, User may register to Company App using authentication methods provided to Company by Third Party Partners (such as logging in through the use of Google, Apple and e-mail accounts or phone numbers). Such Registration allows the User to use and benefit from additional functions and Services provided by Company App. The responsibility to ensure the security and to duly store the access tools, if any, (connection by Google, Apple or e-mail account, etc.) used by the User in order to benefit from the Services offered through Company App and to keep them away from the reach and use of third parties shall belong to the User. Every transaction made with the User's authenticated account, shall be deemed to be made by the User itself. Company shall not be responsible for any direct or indirect damages incurred by the Users and/or third parties due to all negligence and faults of the User in matters such as security, storage, keeping away the information of third parties, and use of the User's means of accessing the system and Company App. Company shall reserve its right to recourse. Only the Users registered to Company App following identity authentication may reach certain

features of Company App such as publishing Materials in Company App for other Users to see and any other feature that may be included in Company App at Company's discretion. User acknowledges that without registering to VideoAI in accordance with this provision, he/she will not be able to reach certain features provided to Users registered to Company App.

9. UNINSTALL AND REMOVAL OF THE COMPANY APPS

Uninstallation and removal procedures vary depending on your device. To uninstall and remove the Company Apps, please use the application manager provided with your device or consult your device manual for further reference.

10. CONSENT TO USE OF DATA AND USER REVIEWS

- 10.1.** You agree that we may collect and use technical data and related information, including and not limited to technical information about your device, system and application software and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Company Apps. We may use this information as per the Privacy Policy.
- 10.2.** If you choose to provide reviews via any social media channel or other similar communication or messaging features or services, such information may be made publicly available, including the public-facing username as it appears with the review. If you prefer that we do not use promotional purposes, you will be able to elect for us not to do so by submitting your request via email (please also indicate your name, mailing address and email address). For security purposes, please do not include any password, social security number, national ID number, payment card or other sensitive information via these features. We have the right, but not the obligation, to monitor messages and communications between and among Users for security and training purposes. We may, but are not obligated to, remove any content we deem inappropriate.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1.** Company is the sole proprietor of products and/or Company Services, projects, documents used at the Company Apps in connection with the Company Services and visuals, texts, bulletins, slogans, videos, designs and know-how and any business data, illustrations, database, system flow data, logo, emblem and data, ideas or the Company trademarks and trade dressing, flows, source codes, researches, codes, methods, statistical figures and financial and moral rights and all other intellectual property rights during preparations for the Agreement and during its term for the supply of the Company Services. All rights that are vested in it under the Law on Intellectual and Artistic Works numbered 5846 of Türkiye (the "**Law No. 5846**") and the applicable legislation in connection with such contents shall be the exclusive property of the Company. Accordingly, the User agrees and represents that he/she shall not commit any reverse engineering or attempt to find or acquire the source code of the Company Apps nor shall it violate the security of any network or crack security encryption codes; it shall not send SPAM mails or load malicious software; that otherwise the User shall be liable for all losses that Company and third parties may sustain.

- 11.2.** For the avoidance of doubt, “intellectual property rights” means, collectively, rights under patent, trademark, copyright and trade secret laws and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. The User may not delete, alter or remove any copyright, trademark or other proprietary rights notice Company or Third-Party Partners have placed on or within the Company Apps. Please be aware that all rights not expressly granted hereunder are expressly reserved to Company and its licensors. Nothing contained in herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.
- 11.3.** Unless otherwise agreed between Company and the User regarding any intellectual property rights arising from any Company Service prepared and provided to the User by Company, Company shall grant the right to use of the related Company Services which shall be worldwide, indefinite and non-exclusive. In any case, the Company has the right to determine the ownership of the aforesaid intellectual property rights and its usage. However, if Company suggests different conditions other than the provisions in this clause of this Agreement, it should notify the User until the Company Service is used or until the commencement of the operations for the Company Service.
- 11.4.** The User is solely responsible for any content that he/she contributes, submits, displays or for any adaptations of works made on or through use of the Company Apps. It is the User’s obligation to ensure such content, including photos, texts, documents, videos and music files are lawful and does not violate any right including copyright or other intellectual property rights of Company, other Users, or any other third persons. For the avoidance of doubt; User accepts, declares and undertakes that it is legally entitled on any data, information or content it uses, and that such use does not violate any applicable law or third party rights. The User accepts, declares and undertakes to compensate any damage that may have incurred by both Company and third parties due to the fact that it is not legally entitled on any data, information or content it uses.
- 11.5.** Company respects and expects its Users to respect the rights of copyright holders. On notice, the Company will act appropriately to remove content that infringes the copyright rights of others. Company reserves the right to disable the access to the Company Apps or other services by anyone who uses them to repeatedly infringe the intellectual property rights of others.
- 11.6.** Company also acts to remove objectionable content. The decision to remove objectionable content shall be made at Company’s sole discretion. Objectionable content includes, but is not limited to: content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory or libellous; content that is hateful or advocates the hate crimes, hate speech and all types of discrimination, harm or violence against a person, group or minority; content that may harm minors in any way; content that has the aim or effect of stalking or otherwise harassing or bullying another; private information regarding any individual such as phone numbers, addresses, national ID numbers, Social Security numbers or any other information that is invasive of another’s privacy; content that is vulgar, offensive, discriminative, obscene or pornographic, unsolicited or unauthorized advertising, promotional materials, junk mail, SPAM, chain letters, pyramid schemes or any other form of solicitation; material that contains software viruses or any kind of malicious software or any other computer code, files or programs designed to interrupt, destroy or limit the

functionality of any computer or mobile device software or hardware or telecommunications equipment. In this regard, Users agree, accept and undertake not to use Company Apps:

- In any way that violates any applicable national, federal, state, local or international law or regulation;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way;
- To generate or disseminate verifiably false information and/or content with the purpose of harming others;
- To generate or disseminate personal identifiable information that can be used to harm an individual;
- To defame, disparage or otherwise harass others;
- For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation;
- For any use intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behaviour or known or predicted personal or personality characteristics;
- To exploit any of the vulnerabilities of a specific group of persons based on their age, social, physical or mental characteristics, in order to materially distort the behavior of a person pertaining to that group in a manner that causes or is likely to cause that person or another person physical or psychological harm;
- For any use intended to or which has the effect of discriminating against individuals or groups based on legally protected characteristics or categories;
- To provide medical advice and medical results interpretation;
- To generate or disseminate information for the purpose to be used for administration of justice, law enforcement, immigration or asylum processes, such as predicting an individual will commit fraud/crime commitment (e.g. by text profiling, drawing causal relationships between assertions made in documents, indiscriminate and arbitrarily-targeted use).

11.7. Company does not and cannot pre-screen or monitor all content. Nevertheless, our representatives may monitor content submission through the Company Apps, and you hereby provide irrevocable consent to such monitoring. The User acknowledges and agrees that he/she has no expectation of privacy concerning the submission of any content. Company has the right, but not the obligation, in its sole discretion to edit, modify, and refuse to post or remove any content.

11.8. The User may not use Google Play or any content or the Company Apps in conjunction with any stream- ripping, stream capture or similar software to record or create a copy of any content or additional in- app features that are presented to you in streaming format, if any. Besides, the User may not remove any watermarks, labels or other legal or proprietary notices included in any content or additional in- app features or attempt

to modify any content obtained through Google Play and/or any other service provider, including modification for the purpose of disguising or changing any indications of the ownership or source of content and/or the Company Apps.

11.9. Company shall be entitled to terminate the User's access to the Company Apps if, under appropriate circumstances in line with aforesaid provisions, the User is determined to be a repeat infringer.

11.10. User Content

- You may provide, upload, transmit, create, store, use, edit or share contents such as texts, documents, information, survey responses, answers, choices, images, photos, visual records or any other similar data with or through Services ("**Input**"); and receive content such as videos, audio-visual materials, responses, documents, links or other data edited, created, generated, returned by Services ("**Output**") (Input and Output are together referred to as "**User Content**"). You may only upload, transmit, create, store, use, edit and share User Content provided that it is in accordance with these Terms and Conditions including the Codeway End-User License Agreement and any other applicable laws.

- You represent and warrant that you own the Input; and have all consents, permissions, licenses and rights necessary to provide and license the Input as set forth under these Terms and Conditions; and that you have the legal capacity necessary to provide and license the Input and enter into these Terms and Conditions in the relevant jurisdiction.

- From the time of uploading or transmission of Input, you grant Company non-exclusive, irrevocable, fully-paid, royalty-free, perpetual, sub-licensable, transferrable, worldwide, license and right to store, use, broadcast, reproduce, modify, make derivative works of, record, sublicense (on multiple levels), translate, transmit, publish, publicly display or otherwise exploit, for the limited purpose of operating, improving, troubleshooting, debugging, protecting and customizing the existing and future products of the Company and its affiliates, including but not limited to training VideoAI, developing new features or future products and in all formats and mediums and with any technology now known or hereafter developed without notice, permission, payment or any additional compensation to you or a third party.

- VideoAI or Company does not approve, endorse, verify or control User Content. You are solely and strictly responsible and liable for User Content and the consequences of posting or publishing them in any way, including for ensuring that User Content does not violate any applicable laws and these Terms and Conditions (including End-User License Agreement); or any rights of other persons. You hereby confirm that you do not violate any third party's right or privacy when using VideoAI. Additionally, you understand and agree that Company shall have no responsibility or liability whatsoever for User Content and copyrightable materials such as literary works, phrases, entries, text, and any other materials, which may be provided to or in the Services.

- You shall not (i) upload, transmit, create, store, edit, use or share any User Content or (ii) use VideoAI in a manner that violates these Terms and Conditions (including End-User License Agreement) and any other applicable laws. Furthermore, you may

not use or benefit from VideoAI to develop models that may compete with VideoAI or the Company.

- You agree to indemnify and hold harmless the Indemnitees (as defined under End-User License Agreement) in accordance with Article 15 "Indemnification" of the End-User License Agreement from any Claim (as defined under End-User License Agreement) that alleges, directly or indirectly that any User Content provided by you infringes the Intellectual Property Rights (as defined under End-User License Agreement) of any third person or that directly or indirectly results from your breach of these Terms and Conditions

12. RIGHTS INFRINGEMENTS

- 12.1.** Company attaches great importance to confidentiality, intellectual property rights including copyrights and personal data; takes care to be transparent about them. While using Company Apps, Users declare and undertake to use Company Apps following the principles in this Agreement and other texts provided to you by Company. Users shall only upload materials they produce or are authorized to use to Company Apps. Users declare and undertake to not infringe of any rights of other Users under this Agreement.
- 12.2.** However, if you believe in good faith that materials transmitted or created through VideoAI infringe your copyright, your personal right or privacy; you may send Company a notice requesting that we remove the material or block access to it via email.

13. COMMUNITY GUIDELINES FOR CONTENT GENERATION

- 13.1.** Our mission is to bring joy to everyone and encourage creativity. To ensure that everyone enjoys the VideoAI community, please follow all the relevant laws, and respect the rights of people and communities all around the world, when you are using VideoAI and our services. This Article 13 will explain which rules you should follow when you are using VideoAI and our services.
- 13.2.** Please keep in mind that Company reserves its right to investigate and take necessary steps, including removing content; suspending service access to a user; removing, blocking or banning account or server; and reporting to the relevant public authorities, if we find a violation of this Article 13. A description of how violations are identified, reported, appealed and sanctioned is set out in the **Enforcement & Reporting** section below.

13.3. Follow the Law

VideoAI aims to create a safe place where the laws are followed. Please do not conduct any activity or create any content that violates any applicable national, federal, state, local or international law or regulation.

Any content which encourages, glorifies, supports or suggests an illegal activity is strictly prohibited. This includes any content that promotes, supports or enables:

- acts of terrorism or other forms of crimes against humanity;
- human exploitation;
- possession, use and trade of drugs, firearms or other controlled substances, and other forms of trafficking;

- crimes against persons and animals (e.g., homicide, assault, rape, kidnapping, domestic abuse);
- crimes against property (e.g., damage to property, vandalism, theft, robbery, shoplifting);
- the production of sexual, obscene and unethical materials as an Output;
- fraud, identity theft, impersonation, or any deceptive scheme using synthetic or AI-generated content, including the creation of fictitious identities or falsified documents intended to deceive financial institutions, payment processors or any other party.

13.4. Safety of Minors

It is unacceptable to create any content which exploits or harms minors; attempts, risks or threatens to exploit or harm a minor or has a purpose or an effect of exploiting or harming a minor.

Child Sexual Abuse Material ("CSAM") and Child Sexual Exploitation Material ("CSEM") - Zero Tolerance.

The generation, hosting, distribution, or attempted generation of any content that constitutes CSAM or CSEM, whether photorealistic, animated, AI-generated, or synthetic, is **absolutely prohibited**. This prohibition applies regardless of whether a real child is identifiable in the content. Content depicting a minor in a sexual or suggestive context, even if described as fictional or generated entirely by AI, falls within this prohibition.

We have zero tolerance for content that describes a child in a sexual, pornographic or violent manner. We will remove both such content and account; and report it to the relevant public authorities. Such reports will be made to the applicable law enforcement authorities and, where required, to the National Center for Missing and Exploited Children ("**NCMEC**") or equivalent national body, without delay.

Additional prohibitions regarding minors include:

- generating realistic or synthetic images, video, or audio of a minor that depicts nudity, sexual conduct, or any intimate or sexualised context;
- using AI-generation tools to age-down the appearance of an adult in order to produce content that depicts or implies a minor in any sexual or intimate context;
- creating content that grooms, solicits, or otherwise targets minors for exploitation, whether directly or through fictional framing;
- generating content that normalises, glorifies, or trivialises harm to minors, including non-sexual violence, abuse or neglect.

Any user who encounters content that may constitute CSAM or CSEM must report it immediately using the process described in the **Enforcement & Reporting** section.

13.5. Content Safety

VideoAI aims to create a safe place for everyone. We do not allow our services to be used to create any content that depicts pornography, nudity, sexual imagery, sexual organs, sexual intercourse, sexual service, genitals or any intimate images.

Non-sexualised nudity: Contextually appropriate, non-sexualised depictions of the human body (for example, classical fine-art reproductions, medical or educational

illustrations, or documentary-style content) may be permissible where the content serves a clearly legitimate educational, artistic, or scientific purpose and does not otherwise breach this Article 13. Company retains sole discretion to determine whether any specific content falls within this exception. Any content that could be interpreted as sexual, suggestive or gratuitous will not qualify for this exception.

Violence: We strictly prohibit creation of any gore content, which includes illustrations of violence, blood, deformed bodies or detached body parts of humans and animals. For the avoidance of doubt, the following thresholds apply:

- **Prohibited (regardless of claimed artistic intent):** Hyper-realistic depictions of fatal or near-fatal wounds; graphic torture; mutilation or dismemberment shown in detail; content designed to shock, terrorise or distress viewers.
- **Conditionally permissible in clearly fictional/stylised contexts:** Action sequences involving non-graphic combat or injury where blood and harm are not the primary focus and the overall content does not glorify real-world violence. Company reserves the right to remove content that, in its sole discretion, crosses into prohibited territory even within a fictional or stylised framing.
- **Always prohibited:** realistic simulations of mass-casualty events, terrorist attacks, or atrocity crimes, regardless of stated fictional intent.

13.6. Deepfakes & Synthetic Media

This section governs the creation, use and distribution of deepfakes and other AI-generated or synthetic media involving real or realistic depictions of identifiable persons.

Definitions

For the purposes of this Article 13:

- **"Deepfake"** means any AI-generated or algorithmically manipulated image, video or audio that depicts the likeness, voice, appearance or biometric characteristics of a real, identifiable person in a manner that was not actually performed or stated by that person.
- **"Synthetic media"** means any image, video, audio or other media that is substantially or entirely generated by an AI model, including outputs of VideoAI, where such media realistically depicts a real or plausible person.
- **"Identifiable person"** means any natural person who is, or could reasonably be, recognised from the content by a substantial number of viewers, whether by face, voice, name, context, or other identifying characteristics.

Non-Consensual Deepfakes - Absolute Prohibition

The following are strictly prohibited:

- generating a deepfake or synthetic media depicting an identifiable person without that person's prior, informed and explicit consent;
- generating non-consensual intimate imagery ("**NCII**"), meaning any synthetic depiction of an identifiable person in a sexual, nude or intimate context without verified consent, regardless of whether the output is described as fictional;
- generating synthetic media of a private individual for the purpose of harassing, defaming, extorting, threatening or otherwise harming that individual;

- using VideoAI to create content that is subsequently presented as authentic footage of an identifiable person without disclosure that the content is AI-generated.

Unauthorised Use of Likeness

You must have all necessary rights, licences, consents and releases before generating any content that incorporates or depicts the recognisable likeness, voice, name, image or other identifying characteristics of any real person. This requirement applies to:

- public figures, celebrities, politicians and other well-known individuals;
- private individuals; and
- deceased persons, where the right of publicity or equivalent right subsists under applicable law.

Generating content that mimics a person's likeness for commercial purposes, without the appropriate consent or licence, is prohibited.

AI-Generated Impersonation for Fraud or Deception

The following uses are strictly prohibited:

- generating synthetic media of any person, real or fictitious but designed to appear real, for the purpose of deceiving any third party, including for purposes of financial fraud, social engineering, phishing, account takeover, or bypassing identity-verification systems;
- creating synthetic audio or video of any person for the purpose of manipulating that person's known or attributed statements (e.g., fabricated quotes, altered speeches) in a way designed to deceive;
- generating synthetic media depicting public officials, executives, or other persons in positions of authority for the purpose of directing or inducing financial transactions, including authorisation of wire transfers or payments;
- using VideoAI outputs to construct or support a synthetic identity for use in any financial, legal, or regulated context.

Disclosure Requirements

Where synthetic media is generated that depicts an identifiable person, and such content is intended for publication or distribution, even in a context that might otherwise be permissible (e.g., satire, parody, or artistic expression), the content must:

- be clearly and conspicuously labelled as AI-generated or synthetic; and
- not be presented in a manner designed or likely to mislead a reasonable viewer into believing the content is authentic footage or a genuine statement by the depicted person.

Permitted Uses

The following uses are permitted, subject to compliance with all other provisions of this Article 13:

- clearly labelled satire or parody of public figures on matters of public interest, where no reasonable person would mistake the content for genuine footage;
- historical or educational content that is clearly identified as a reconstruction or illustration;
- fictional content in which no real, identifiable person is depicted;

- content in which all depicted persons have provided valid, documented consent, and where such consent covers the specific use made of the content.

Company reserves the right to remove any content that it determines, in its sole discretion, poses a risk of deception, harm, or violation of any person's rights, even where the user asserts that the content falls within a permitted category.

13.7. Misinformation and Harmful Content

VideoAI is not a platform for creating or sharing harmful content or misinformation. Misinformation means any content that is false, inaccurate or misleading.

False, inaccurate or misleading information and/or content with the purpose of harming others or that poses a risk to harm others cannot be generated or disseminated on VideoAI. Non-comprehensive examples include:

- any medical advice and medical results interpretation; e.g., anti-vaccination advice, misleading health claims that can cause harm to public health;
- conspiracy theories or theories originated from disinformation campaigns;
- contents that may be used to influence political process, to campaign or to manipulate an election's integrity, including election fraud, ballot tampering, election rigging, vote tallying, false, inaccurate or misleading information about voting and the election process (e.g., ballots, voting locations);
- **deepfake-driven election interference:** synthetic media that falsely depicts a candidate, elected official, or political figure making statements they did not make, or that is designed to suppress voter participation, spread false information about polling or results, or otherwise interfere with a democratic process, whether in a domestic or international jurisdiction;
- false, inaccurate or misleading information about natural disasters or other emergencies;
- misinformation that provokes hate, prejudice or rage or incites fear;
- **synthetic identity fraud:** the use of AI-generated content, including fabricated faces, voices, documents or personal data, to construct a false identity, whether for the purpose of opening financial accounts, bypassing know-your-customer ("KYC") processes, obtaining credit, accessing regulated services, or any other deceptive purpose;
- AI-generated content that fabricates statements, actions or events attributed to a real person or organisation for the purpose of reputational damage, financial manipulation, or market abuse.

We do not allow creating or sharing content for the purpose of being used for administration of justice, law enforcement, immigration or asylum processes, including predicting an individual will commit fraud or crime.

13.8. Harassment

VideoAI is not a place for harassment of any kind. We do not allow any content that is defamatory, insulting, indecent, offensive, profane, disparaging or otherwise harasses others.

This includes any personal attacks, name-calling, trolling, profanity, sexual objectification, content intended to shame or degrade other people (such as shaming people for their bodies, sexual practice, or mocking people for depression).

This prohibition extends to synthetic or AI-generated content used as a tool of harassment, including deepfakes created to embarrass, humiliate, extort, or intimidate an individual.

13.9. Hateful Behaviour

VideoAI is a platform of a diverse community and has zero tolerance for hateful behaviour. We strictly prohibit:

- any content that encourages, promotes or glorifies violence, discrimination, or defamation; or
- any content that attacks, harms, threatens individuals or specific groups of persons or exploits their vulnerabilities based on their race, ethnicity, nation, religion, colour, immigration status, gender, sex, sexual orientation, age, medical condition, or any other social, physical or mental characteristics (such as contents using symbols of hateful ideologies; illustrations of negative stereotypes; or using derogatory words or claims of supremacy to encourage, promote or glorify hateful behaviour).

VideoAI is not a place for creating or sharing content intended to or which has the effect of discriminating against or harming individuals or groups based on online or offline social behaviour or known or predicted personality characteristics.

13.10. Self-Harm

Do not generate or disseminate any content that encourages, promotes or glorifies self-harm. This includes:

- suicide;
- eating disorders such as anorexia or bulimia;
- cutting; or
- other forms of harming oneself.

VideoAI cannot be used to create content of self-harm as a form of threat or emotional manipulation.

13.11. Private Information

We value the protection of privacy; and we do not allow generation or dissemination of content that infringes the privacy of people or that reveals private personal information or personally identifiable information without permission.

A non-comprehensive list of examples includes: ID information; private addresses; medical information of people; photos or images of people; and social profile information (such as usernames and passwords).

This section also prohibits:

- generating synthetic images or audio intended to reveal, reconstruct or approximate the private information of any individual;
- using VideoAI outputs to facilitate doxing or the unwanted exposure of any person's personal data;
- generating content that incorporates biometric data, including facial geometry, voice prints, or other identifying characteristics, without the consent of the person to whom that data relates.

13.12. Intellectual Property Rights, Training Data, and Output Ownership

VideoAI cares about the protection of intellectual property rights or any other kind of personal rights.

Do not generate or disseminate any content that infringes intellectual property rights of any person (such as copyrights or trademarks).

We do not allow any content that violates, threatens to violate or otherwise makes an adverse impact on personal rights of individuals, or that otherwise creates or modifies a binding, enforceable obligation.

Training Data Provenance. You must not use VideoAI to generate content for the purpose of creating, augmenting or poisoning training datasets in a manner that:

- incorporates third-party copyrighted works without licence or applicable exception;
- incorporates the likeness, voice or image of any identifiable person without that person's consent;
- is designed to circumvent, undermine or manipulate the safety, alignment or content-moderation mechanisms of any AI system; or
- is intended to be used to train models whose primary or foreseeable purpose is the generation of prohibited content under this Article 13.

Model Output Ownership. By using VideoAI, you acknowledge and agree that:

- you are solely responsible for ensuring that the prompts you submit and the outputs you generate do not infringe the intellectual property rights of any third party;
- Company does not warrant that AI-generated outputs are free from third-party intellectual property claims, and you bear full responsibility for any such claims arising from your use of outputs;
- you may not represent AI-generated outputs as the original, unassisted creative work of a human author in any context where such misrepresentation would be deceptive or unlawful (e.g., academic submission, commercial attribution claims, or proceedings before a court or regulatory body).

13.13. Enforcement & Reporting

This section sets out how Company identifies, investigates and responds to suspected violations of this Article 13, and how users may report violations or seek review of enforcement decisions.

Reporting a Violation

If you encounter content or user behaviour that you believe violates this Article 13:

- **Submit a report** via email to video.ai@codeway.co, including a description of the content, the reason you believe it violates this Article 13, and any supporting information (such as screenshots or links).
- Company will acknowledge receipt of your report and commence an initial review. Where the report concerns CSAM/CSEM or imminent harm to a person, triage will be expedited.
- You will be notified of the outcome of the review to the extent permitted by applicable law and Company's privacy obligations.

Enforcement Actions — Tiered Sanctions

Company applies a tiered approach to enforcement, calibrated to the nature and severity of the violation:

Tier	Applicable Violations	Enforcement Action
Tier 1 — Warning	First-time, minor or inadvertent violations (e.g., borderline content that does not rise to a categorical prohibition)	Written warning; content removal; user notified of applicable rule
Tier 2 — Temporary Suspension	Repeated minor violations; a first-time moderate violation (e.g., harassment, non-CSAM sexual content, misinformation)	Temporary suspension of account access (duration determined by severity); content removal
Tier 3 — Permanent Ban	Severe violations; repeated Tier 2 violations; any violation involving CSAM/CSEM, non-consensual deepfakes of a sexual nature, fraud, or impersonation for financial gain	Permanent account termination; content removal; report to relevant law enforcement and/or payment processor
Tier 4 — Immediate Termination & Referral	Any violation involving CSAM/CSEM, suspected criminal conduct, or content posing imminent risk of serious harm to a person	Immediate account termination without warning; mandatory reporting to law enforcement and applicable agencies (e.g., NCMEC); referral to payment processor if applicable

Company reserves the right to escalate a violation to a higher tier where the circumstances warrant, and to take interim measures (including immediate content removal or account suspension) pending completion of a full review.

Appeals Process

If you believe that an enforcement action taken against your account was made in error, you may submit an appeal as follows:

- **Submit your appeal** within **14 days** of receiving notice of the enforcement action, by emailing video.ai@codeway.co with the subject line "APPEAL — [your account identifier]".
- Your appeal must include: (a) a description of the enforcement action you are appealing; (b) the reasons you believe the decision was incorrect; and (c) any supporting evidence.
- Appeals will be reviewed by the relevant teams of Company.
- Company will endeavour to notify you of the outcome of your appeal within **30 days** of receipt.

- Appeals are not available in relation to Tier 4 enforcement actions (Immediate Termination & Referral), or where the underlying violation involves CSAM/CSEM.
- The outcome of the appeals process is final.

Cooperation with Payment Processors and Financial Institutions

Company is committed to maintaining compliance with the acceptable use policies of its payment processors and financial service providers. In furtherance of this commitment:

- Company will cooperate fully with any investigation, audit or inquiry conducted by a payment processor or financial institution concerning content generated or distributed via VideoAI;
- Where a payment processor requires the suspension or restriction of services as a condition of continued processing, Company may take such action without prior notice to affected users;
- Company maintains records of enforcement actions taken under this Article 13 for a minimum period as required by applicable law and payment processor policies.

13.14. Contact and Updates

If you come across content or a user that you suspect may violate this Article 13, please report it to us via video.ai@codeway.co.

If you have a question about this Article 13, please get in touch via our support team at video.ai@codeway.co.

This Article 13 will continue to be updated over time. We will notify you of further updates.

14. PURCHASE AND PAYMENT

14.1. The release and distribution of the Company Services will take place in the global market through the Apple App Store and/or Google Play and/or website. The Company Services will nevertheless offer certain features and certain limits to the User as a paid feature. If the User would like to use such paid features under this Agreement, you will first need to make payment before accessing the paid feature. For certain membership models, payment and purchase can also be made via Apple App Store and/or Google Play, if the Company offers the relevant services via mobile application. The User's purchase and payment processes may vary depending on the platform used. Please make sure that you carefully read the rules set by the relevant platform regarding purchase and payment transactions.

14.2. Such purchase features are offered on an annual, semi-annual, quarterly, monthly or a weekly basis and will be re-billed every year or month depending upon auto-renewable subscription model, until cancelled by the User. It will be sent an e-mail well in advance of renewal containing a hyperlink to manage subscription procedure. Purchases that are made on our website are processed and handled by the Payment Processing Platform of Paddle.com Inc. or Paddle.com Market Ltd (Paddle.com Inc. and Paddle.com Market Ltd are together referred to as "Paddle") and are not stored or processed on our servers (the payment platform, which is used to process your payment, is referred to as the "Payment Platform"). By making a purchase, you must also agree to the Terms and Conditions of the Payment Platform. You acknowledge and

agree that you are fully responsible for managing your purchases on VideoAI and the amount you spend on purchase within VideoAI. For certain membership models, payment and purchase can also be made via Apple App Store and/or Google Play, if the Company offers the relevant services via mobile application. The User's purchase and payment processes may vary depending on the platform used. Please make sure that you carefully read the rules set by the relevant platform regarding purchase and payment transactions.

- 14.3.** Our online order process is conducted by our online reseller Paddle. Paddle is the Merchant of Record for our online orders. Paddle provides all customer service enquiries and handles returns. Your relationship with Paddle is governed by the following Terms and Conditions <https://paddle.com/legal/checkout-buyer-terms> and Privacy Policy <https://paddle.com/legal/privacy>. Paddle's Privacy Policy applies whenever your purchase content using the Paddle. You are responsible for all amounts payable associated with purchases made through the Payment Platform. Besides, the Payment Platform may make available to you various payment processing methods to facilitate the purchase. You are required to abide by any relevant terms and conditions or other legal agreement, whether with the Payment Platform or a third party, that governs your use of a given payment processing method. The Payment Platform may add or remove payment processing methods at its sole discretion. You are solely responsible for all amounts payable associated with purchases you make through the Payment Platform. For certain membership models, payment and purchase can also be made via Apple App Store and/or Google Play, if the Company offers the relevant services via mobile application. The User's purchase and payment processes may vary depending on the platform used. Please make sure that you carefully read the rules set by the relevant platform regarding purchase and payment transactions.
- 14.4.** If you are under 18 then you are legally required to have your parents' or legal guardians' permission to make any purchases. By completing a purchase, you are confirming to us that you have any and all permission that may be necessary in order to allow you make that purchase. If you are a parent or legal guardian of someone under the age of 18, we recommend that you consider any parental control provided that you are concerned that your child may make excessive purchases.
- 14.5.** The purchases are billed by the Payment Platform, not the Company. These purchases are subject to the terms and conditions of the Payment Platform. All billing and refund inquiries shall be directed to the Payment Platform. Having said that, the Company does not have access to the Payment Platform accounts and transactions. For certain membership models, payment and purchase can also be made via Apple App Store and/or Google Play, if the Company offers the relevant services via mobile application. The User's purchase and payment processes may vary depending on the platform used. Please make sure that you carefully read the rules set by the relevant platform regarding purchase and payment transactions.
- 14.6.** Provided that it is not due to the User or the device used by the User or the technical characteristics of the device used by the User (i) if any purchase is not successfully completed or the services do not work as specified once the purchase is completed or (ii) if your preferred membership model allows you to use our services through both a mobile application and a web browser, but you are not able to use our services in either of these after making a purchase for such a membership, we will, after becoming aware of issue or being notified of the issue by you, we will investigate the reason for the issue. If you notice such an issue or a similar issue, please contact us immediately

via email. Our technical team will use reasonable endeavours to resolve the issue and contact you as soon as possible.

15. TERM AND TERMINATION

- 15.1.** This Agreement shall become effective on the date it is approved and shall remain in force as long as the User maintains to use VideoAI and shall continue to be effective and operative as between Company and the User legally.
- 15.2.** Company may unilaterally terminate this Agreement without any obligation of compensation and further notice under any circumstance where the User acts in breach of this Agreement, or any other agreements to be executed or rules applicable to different services offered over the Apple App Store and/or Google Play or Payment Platform, in particular, following circumstances: if the User manipulates the operation of the Company Apps by employing any method; if the User acts in breach of the provisions of this Agreement or any other agreements to be executed over the Apple App Store and/or Google Play an/or Payment Platform; if the User commits any act that violates third party rights; if data, contents, visuals, texts and articles shared with VideoAI, by the User, have unlawful element or even if they are free of unlawful or immoral elements, posting such data, contents, visuals, texts and articles at VideoAI for unlawful or immoral purposes.
- 15.3.** The User agrees that Company shall not be liable to the User or any third- party for any termination or disabling of the Company Apps. Promptly upon termination of this Agreement, the User must cease all use of VideoAI and uninstall, remove or destroy all copies of VideoAI in its possession or control. Having said that, termination shall not limit any of Company's other rights or remedies at law.

16. INDEMNIFICATION

- 16.1.** You agree to indemnify and hold harmless Company, its affiliates and Company's and its affiliates officers, directors, licensors, partners, shareholders, licensees, contractors, agents, attorneys, employees and third party service providers (collectively, the "**Indemnitees**") from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "**Claim(s)**"), that actually or allegedly and directly or indirectly result from your information, use of the Company Services or your breach of this Agreement.
- 16.2.** You agree to be solely responsible for defending any Claim against or suffered by any Indemnitee, subject to the relevant Indemnitee's right to participate with counsel of its own choosing and for payment of damages or losses resulting from all claims against any Indemnitee provided that you will not agree to any settlement that imposes any obligation or liability on any Indemnitee without Company's prior express written consent.

17. WARRANTY DISCLAIMER

- 17.1.** To the extent this is permitted by applicable law, all the Company Apps are provided on an "AS IS"; "WITH ALL FAULTS" and "AS AVAILABLE" basis and you use them at your sole risk. Subject to applicable law, Company, on behalf of itself, and its affiliates, licensors, distributors, vendors, agents and suppliers, expressly disclaims any and all warranties of any kind, whether express or implied, including but not limited to the

implied warranties of merchantability, non-infringement and any other warranty arising from the relevant legislation.

- 17.2.** Without limitation, Company makes no warranty that the Company Apps will meet your requirements, that they will be uninterrupted, timely, secure or error-free, that the results obtained from the use of the Company products will be accurate or reliable or that the quality of the Company Apps will meet your expectations. Company assumes no liability or responsibility for any property damage of any nature whatsoever, resulting from your access to and use of the Company Apps; any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; any interruption or cessation of transmission to or from the Company Apps or servers; any bugs, viruses, Trojan horses or like which may be transmitted to or through the Company Apps by any third party or any errors or omissions in any content or for any loss or damage of any kind incurred as a consequence of the use of any content posted, e-mailed, transmitted or otherwise made available via the Company Apps.
- 17.3.** Certain Company Apps may allow you to record voices, conversations or other data on your Android or iOS device. Some local, state, federal and international laws prohibit the recording of third- party audio without all parties' consent to such recording. You are solely responsible for compliance with all local, state, federal or international laws regarding call recording and obtaining any necessary consent. In no event shall the Company be responsible to you or third party for your failure to comply with local, state, federal or international laws regarding third party audio recording.
- 17.4.** The entire risk arising out of use or performance of the Company Apps remains solely on you. Company expressly disclaims all warranties relating to products and/or services provided by Third Party Partners. This warranty disclaimer constitutes an essential part of this agreement.

18. LIMITATION OF LIABILITY

- 18.1.** To the extent permitted by applicable laws, you expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other , resulting from: (i) the use or the inability to use the Company Apps; (ii) unauthorized access to or alteration of your transmission or data; (iii) statements or conduct of any third party or (iv) any other matter relating to Company.
- 18.2.** In no event shall Company's total liability to you for all damages, losses and causes of action (whether in contract, tort or otherwise) exceed the amount paid by you for accessing the Company App. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 18.3.** Nothing contained in this Agreement shall be deemed or construed to create any employee/ employer relationship under the Labor Code numbered 4857 of Türkiye or applicable legislation.
- 18.4.** The Company is committed to ensuring that VideoAI is as useful and efficient as possible. For that reason, we reserve the right to make changes to VideoAI or to charge and update for its services and fees, at any time and for any reason. We will never

charge you for VideoAI or its Company Services without making it very clear to you exactly what you're paying for.

- 18.5** Company stores and processes personal data that you have provided to us, in order to provide our Service. It's your responsibility to keep your phone and access to VideoAI secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that VideoAI won't work properly or at all.
- 18.6.** You should be aware that there are certain things that the Company will not take responsibility for. Certain functions of VideoAI will require to have an active internet connection. The connection can be Wi-Fi, or provided by your mobile network provider, but the Company cannot take responsibility for VideoAI not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.
- 18.7** If you're using VideoAI outside of an area with Wi-Fi, you should remember that your terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing VideoAI, or other third-party charges. In using VideoAI, you're accepting responsibility for any such charges, including roaming data charges if you use VideoAI outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using VideoAI, please be aware that we assume that you have received permission from the bill payer for using VideoAI.
- 18.8.** Along the same lines, Company cannot always take responsibility for the way you use VideoAI i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Company Service, Company cannot accept responsibility.
- 18.9.** With respect to Company's responsibility for your use of VideoAI, when you're using VideoAI, it's important to bear in mind that although we endeavor to ensure that it is updated and always correct, we do rely on third parties to provide information to us so that we can make it available to you. The Company accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of VideoAI.
- 18.10.** At some point, we may wish to update VideoAI. VideoAI and/or system may change, and you will need to download the updates if you want to keep using VideoAI. The Company does not promise that it will always update VideoAI so that it is relevant to you and/or works with the iOS or Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing VideoAI and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using VideoAI, and (if needed) delete it from your device.
- 18.11.** While using VideoAI, please be aware that the services provided by VideoAI cannot be deemed professional healthcare and/or mental health services, therefore shall not be

considered as medical and/or professional advice. The Company shall not be responsible for any of the information, data, communication provided as an Output through VideoAI.

18.12. Medical Disclaimer

- VideoAI or Company is not a medical or health care professional in any sense and does not provide services in the diagnosis, examination or treatment of medical or health conditions of any kind. We have no expertise in these areas.
- Using the Services or any other communication from us does not create or imply a medical professional/health care provider-patient relationship whatsoever (e.g. doctor-patient or psychologist-patient relationship).
- VideoAI or Company does not and is not obliged to provide emergency services of any kind. There is no obligation for us to contact you or anyone else regarding your medical or health condition or their treatment. In the event of a medical emergency, you should call your local emergency service.
- We recommend that you always consult a professional health care provider if you have any questions about your health, medical or mental condition.
- You should never disregard, avoid or delay seeking professional medical care and advice because of anything you have read or obtained through the Services.
- You should immediately consult a professional health care provider if you have or suspect that you may have a medical condition or a mental health concern.
- Furthermore, you understand and agree that although Output is provided to you or certain contents are displayed through the use of Services (i) Output and contents are not prepared or provided by individuals in the medical or health profession; (ii) Output and contents might be false, inaccurate or misleading; (iii) Company does not represent or warrant that Output and contents are accurate, genuine or true, or suitable for your use or needs; (iv) Output and contents are not advice, guidance or information provided by the Company in any way; (v) the Company shall not have any obligation or liability whatsoever for Output or contents; and Company is not liable for any damage (including any direct, indirect, special, consequential damage or exemplary damages, including, but not limited to, lost profits, lost revenue, lost time, loss of use, data or good-will, intangible losses or any other type of damage whether in contract, tort, under any other legal theory [including, without limitation strict liability and negligence]) resulting from or in relation to the Output or contents; (vi) your use of any Output and contents is entirely at your own risk; (vii) you should not rely on VideoAI or Output or contents as your source of information.

19. FORCE MAJEURE EVENT AND APPLICABLE LAW

- 19.1.** In all circumstances that constitute a force majeure event in legal terms, Company shall not be held liable for its failure to perform its obligations hereunder or to perform them late or incompletely agreed herein. Such failures shall not be considered a default, or

incomplete or faulty performance and no claim of compensation shall be made against the Company.

- 19.2.** The term “force majeure events” herein refers to any event that is beyond the reasonable control of the affected party and that cannot be avoided despite the reasonable care and diligence shown by Company, including but not limited to God’s acts, riots, insurgences, turmoil, war, communication interruptions, infrastructural and internet network failures, power failures, mobilization, strike, fire, explosion, terrorism, cyber-attack, long-term and far-reaching power outage, internet outage, computer viruses, legislative amendments and adverse weather conditions.
- 19.3.** The User shall not be able to accrue default interest or claim indemnification from Company under any name whatsoever for the delayed, incomplete or non-performance of any of the provisions in this Agreement due to force majeure events.
- 19.4.** This Agreement and legal relations arising hereunder shall be governed and construed as per Turkish law. Turkish Courts (Istanbul (Çağlayan) Courts and Execution Offices)) shall have jurisdiction over any actual or potential dispute arising from this Agreement. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to such jurisdiction and venue.

20. ENTIRE AGREEMENT AND SEVERABILITY

- 20.1.** These Terms constitute the entire agreement between you, as the User, and Company relating to the use of Company App and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.
- 20.2.** No amendment to or modification of this Agreement will be binding unless in writing and signed by the Company. The failure of either party to enforce any rights granted hereunder or take action against the other party in the event of any breach herein shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 20.3.** Any translation of this Agreement is done for local requirements and in the event of a dispute between English and any non-English versions, the English version of this Agreement shall govern to the extent not prohibited by law.
- 20.4.** If any terms or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the terms.

Contact Us

If you have any questions or suggestions about this Agreement, do not hesitate to contact us at via video.ai@codeway.co.